

**State of Idaho
IDAHO TRANSPORTATION DEPARTMENT
REQUEST FOR PROPOSALS (RFP02230)**



HIGHWAY COST ALLOCATION CONSULTING SERVICES

OCTOBER 2009

UNOFFICIAL COPY- FOR INFORMATION ONLY
PLEASE CONTACT – Sarah.Hilderbrand@adm.idaho.gov
If you are interested in responding to this RFP

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1.0 GENERAL INFORMATION

1.1 PURPOSE

The Division of Purchasing (DOP), on behalf of the Idaho Transportation Department (ITD or Department), is issuing this Request for Proposal (RFP) to obtain competitive proposals from qualified individuals or firms to provide a Highway Cost Allocation Study (HCAS or Project). One contract will be awarded.

1.2 ISSUING OFFICE

This RFP is issued by the Idaho Division of Purchasing. Unless otherwise specified, the Division of Purchasing is the sole point of contact in the State for purposes of this RFP and subsequent responses.

1.3 QUALIFICATION OF PROPOSERS

ITD is soliciting proposals from qualified proposers possessing the objectivity, experience, knowledge, skills, and abilities gained from successful prior engagements developing Highway Cost Allocation Studies and related policy alternatives.

1.4 RESTRICTIONS ON COMMUNICATIONS

From the issue date of this RFP until a proposer is selected and a contract is executed, proposers are not allowed to communicate with any person involved with development of the RFP or any person involved in proposal review regarding this proposal except the Division of Purchasing and designated state participants. Violation of this provision may result in the rejection of a Proposer's proposal.

1.5 DEFINITIONS

Proposer: Any person (individual, partnership, association, LLC or corporation) who is seeking or is selected to enter into a contract with the State.

Evaluation Committee: Committee which will evaluate the proposals; comprised of employees of the State of Idaho.

Division of Purchasing: The division in charge of procurement and contract administration, located within the Department of Administration.

Sub-Committee: A sub-committee of the Gubernatorial Task Force on Modernizing Transportation Funding as per Executive Order 2009-11.

http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_11.html

User Groups: cars are vehicles 8,000 gross vehicle weight (GVW) and less and trucks are vehicles over 8,000 GVW.

Vehicle Classes: automobiles are vehicles 8,000 GVW and less excluding pickups; pickups are trucks 8,000 GVW and less; busses; single unit trucks; and combination vehicles.

1.6 SUBMISSION OF QUESTIONS

DOP is the only contact for this solicitation. ITD staff will not respond to inquiries by proposers or their representatives regarding any aspects of the RFP. Questions regarding the RFP, the State's Standard Terms and Conditions, or the Solicitation Instruction to Vendors must be submitted via e-mail to:

Division of Purchasing

Attention: Sarah Hilderbrand, CPPO

Email: sarah.hilderbrand@adm.idaho.gov

All questions must be received by 11:59 PM MDT on October 26, 2009, to be considered. The questions and the responses will be posted, via an addendum to the RFP, at www.sicomm.net. Any addendums to the RFP will be made part of the final contract.

1.7 PRE PROPOSAL MEETING

A pre proposal meeting will be held on October 20, 2009 @ 10:00 A. M. at ITD in the ITD Auditorium 3311 W. State Street, Boise, Idaho 83703. If preferred, interested parties may join that meeting via a conference call or may appear in person.

Please email sarah.hilderbrand@adm.idaho.gov to add your name to the conference call list and for additional instruction. Participation in this conference is not mandatory, but is encouraged for all interested parties.

Questions concerning the RFP will be addressed at this meeting. Interested Vendors are encouraged to submit questions prior to the meeting via e-mail to sarah.hilderbrand@adm.idaho.gov.

1.8 PROJECT MANAGEMENT AND SUB-COMMITTEE INTERACTION

ITD will appoint a Project Manager to work with the Successful Proposer's Project Manager and staff. The Sub-committee will work with the Successful Proposer's Project Manager. ITD's Project Manager will help resolve Project issues arising during the term of the agreement.

1.9 CONTRACT MANAGEMENT

ITD will assign a Contract Manager who will work with the successful proposer's Contract Manager to ensure that the terms and conditions of the Contract are met, approved payments to the Contractor are made, the Project budget is appropriately accounted for, and approved contract dispute resolution measures are followed.

1.10 CONFLICT OR AMBIGUITIES

Proposers must notify the Division of Purchasing immediately if conflicts or ambiguities are found in the RFP prior to the specified question due date.

2.0 SCOPE OF WORK

2.1 BACKGROUND

Executive Order 2009-11 establishes a Task Force on Modernizing Transportation funding in Idaho. This Task force is charged to consider both traditional and nontraditional sources of revenue for maintenance and preservation of Idaho's transportation infrastructure. ITD has two older HCAS (1994 and 2002), both developed under an out-dated study model. ITD has also conducted a third HCAS using the Federal Highway Administration's state model. The study was conducted with the assistance of Washington State University and effectively completed in 2007. The results of the study have not been published.

2.2 SCOPE OF SERVICES

The scope of services is to conduct a Cost Allocation Study, develop policy alternatives, evaluate the policy alternatives, and produce a final report for the Idaho Transportation Department no later than June 30, 2010. The deliverables for the scope of services are organized into five (5) tasks. Each deliverable will include a hard copy on 8.5x11 inch plain paper and an electronic copy in MS Word.

- **Task 1 - Collect and Organize Data**

ITD will provide multiple sources and formats of data, including three years of historical data and three years of forecasted revenue and expenditure data. The revenue data set delineates the sources of funds from the federal, state and local components.

Deliverable:

A working paper detailing the data collected and the organization of the data elements to be incorporated in the cost allocation study. The working paper should be labeled Working Paper #1.

- **Task 2 - Analyze Data**

The analysis shall consist of three parts; a determination of the sources of revenue by User Groups, how the expenditures are distributed among the User Groups and an equity analysis defining the actual and relative contribution of the User Groups. The equity analysis must compare the sources of revenue with actual and relative responsibility of the User Groups against the Idaho highway system expenditures.

The equity analysis will include at a minimum a qualitative analysis of costs attributed to the User Groups.

Deliverable:

A working paper detailing the results of the data analysis. The working paper should be labeled Working Paper #2.

- **Task 3 - Develop Policy Alternatives**

Based on the results of the data analysis, identify proposed solutions to equalize the funding structure to achieve equity among the User Groups and the Vehicle Classes.

Deliverable:

A working paper identifying the policy alternatives to achieve equity. The working paper should be labeled Working Paper #3.

- **Task 4 - Policy Alternatives Evaluation**

The evaluation consists of defining criteria for the policy alternatives identified in Task 3 and conducting an evaluation of each alternative. The results will include a detailed analysis on the advantages and disadvantages of each alternative.

Deliverable:

A working paper detailing the evaluation criteria, analysis, and the results of the evaluation. The working paper should be labeled Working Paper #4.

- **Task 5 - Final Report and Presentations**

Deliverable: A Final Report consisting of an executive summary and technical detail of the working papers delivered in Tasks 2-4. An informal presentation of the final report to the Sub-committee and a formal presentation to the Gubernatorial Task Force on Modernizing Transportation Funding. Both presentations will be made in person and in Boise, Idaho.

2.3 ADDITIONAL PHASES/ WORK ASSIGNMENTS

Outside of the scope of services defined above, ITD may need additional support from the successful vendor to provide clarifications, data, or further analysis for nontraditional sources of revenue in support of the Task Force. ITD will contact the successful vendor when additional work is needed. The successful vendor will provide a work plan and budget based on the particular scope of work. The staff members and fully burdened hourly rates proposed for this Project will be the basis for the additional phases or work assignments. The successful vendor may propose qualified replacement staff members for the additional phases/work assignment. There are no additional phases or work assignments anticipated at the time of release of the RFP.

3.0 FORMAT FOR PROPOSALS

The proposal must be submitted in two distinct parts, technical and cost. The cost proposal must be submitted in a separately sealed envelope clearly marked “CONFIDENTIAL COST PROPOSAL.” The technical and cost proposals may be submitted in the same package.

Each section of the proposal will be clearly identified with appropriate headings. **Failure to follow the instruction may cause disqualification.** The proposal should be designed to develop an understanding of the Proposers’ competency and expertise in meeting the requirements of this request. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities of the proposer. Emphasis should be on completeness and clarity of content and not marketing material.

The Proposer must ensure that adequate and accurate responses are provided. It is the responsibility of the proposer to provide complete answers to each requirement even if that results in redundant, duplicated material within the proposal. The evaluators are not required to search for the answers in other sections of the proposal.

Each portion of the work described in this RFP has an evaluation code assigned as follows:

(M) Mandatory Specification – failure to comply with any mandatory specification may render Proposers’ proposal non-responsive and no further evaluation will occur. Proposer is required to respond to this specification with a statement outlining its understanding and how it will comply.

(ME) Mandatory and Evaluated Specification – failure to comply may render Proposers’ proposal non-responsive and no further evaluation will occur. Proposer is required to respond to this specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.

(E) Evaluated Specification – a response is desired. If not available, respond with “Not Available” or other response that identifies Proposer’s ability or inability to supply the item or service. Failure to respond will result in zero points awarded for this item.

Proposals must respond to the RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the requirement statement. Failure to comply may result in rejection of the proposal as non-responsive. Each Proposer responding to this RFP must submit the following information:

3.1 TECHNICAL PROPOSAL

(M) A cover letter as an overall introduction to the proposal describing the Proposer’s organization, its understanding of the Work to be completed, and a brief overview of the Proposer’s experience and capabilities to conduct the services (additional detail will be provided in Proposer’s response to §3.1.1, below).

3.1.1 EXPERIENCE AND QUALIFICATIONS TO PERFORM THE PROJECT

(ME) Describe your firm’s experience and capability to perform the work as outlined in Section 2. In your response, specifically identify your experience providing similar services to other governmental entities:

- 3.1.1.1 Describe your firm's experience producing HCAS documents, including collecting, organizing, and analyzing historical and forecasted revenue and expenditure data; describe how you will accomplish Task 1 and Task 2;
- 3.1.1.2 Describe your firm's experience developing and evaluating funding and equity policy alternatives for governmental agencies; describe how you will accomplish Task 3 and Task 4;
- 3.1.1.3 Describe your firm's experience working with Public Interest Groups, Government Review Panels, and State Transportation Departments including the outcomes of those relationships.
- 3.1.1.4 Provide a high level implementation plan and schedule with specific detail to meet the June 30, 2010 completion date. This will be the basis from which a mutually agreed upon Project Plan will be developed. The implementation plan should be a succinct summary of the project and detail the five tasks and deliverables identified in Section 2.2 Scope of Services.
- 3.1.1.5 Provide resumes of personnel to be assigned to the Project, including their education and work experience. Identify the Project Manager who will be the primary contact with ITD. Include a list of subcontractors, if any, required for the Project.
- 3.1.1.6 Provide references from at least three clients for whom you have performed similar work, with a preference for governmental agencies. The Mail-In Reference Questionnaire must be used. Instructions for use are:
 1. Type your company name on "Proposing Company" line.
 2. Type the company name of your reference on "Reference Company" line.
 3. Mail or e-mail this form to your references; three (3) are required. To ensure receipt of an adequate number of reference responses, send Questionnaires to more than three (3) companies.
 4. Your references must email their questionnaires directly to sarah.hilderbrand@adm.idaho.gov.

Under no circumstances will reference questionnaires be accepted directly from the proposer. It is your responsibility to follow up with your references to ensure timely receipt of questionnaires. ITD will not be an acceptable reference, nor will any member of the Proposer's organization.

If a reference is not received by the Closing Date, it will receive "0" points. If more than three references are submitted, the first three received as determined by a date and time stamp via e-mail will be evaluated.

3.1.2 SUBCONTRACTORS

(M) Subcontractors. If the proposer intends that any part of the services to be supplied under the RFP is to be subcontracted, the proposer must include in its proposal, the following:

- 3.1.2.1 A complete list of potential subcontractors, their qualifications, addresses and the names and phone numbers of contact points within their organization; and
- 3.1.2.2 A description of the work to be subcontracted.

All terms, conditions, and requirements of the resulting contract will apply, without qualification, to any services and work performed by any subcontractors and the Contractor will be responsible, for all work performed under the Contract.

3.1.3 FINANCIALS

(ME) Proposers are required to provide copies of their latest two years of audited financial statements (for privately held companies) or SEC form 10-K (for publicly held companies) along with the appropriate NAICS code or SIC code (<http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2007> .) The State will use the RMA Annual Statement Studies, Financial Ratio Benchmarks in its evaluations of financial information. All proposers must include a **comprehensive credit report** with their response to this requirement.

For privately held companies or non-profit organizations, if audited financial statements are not available, the latest two years of un-audited financial statements using the Consolidated Statement of Operations or Statement of Activities AND a Consolidated Balance Sheet as provided in attachments to the RFP.

For proposals submitting unaudited financial statements, it must include an explanation as to why audited financials are not available and must use the financial document formats as provided in Attachment C to this RFP, including signatures on those statements by a Principal of the submitting entity ensuring the validity and accuracy of the financial information being provided.

All components of this information are mandatory and failure to provide the required information will result in the proposer's entire proposal being found non-responsive and rejected. Indicate on each appropriate page any financial information that is regarded as confidential. The information will be held in confidence to the extent that law allows.

Financial information must be submitted for the entity submitting the proposal. If the entity submitting the proposal is part of a larger organization, do not submit consolidated financial information for the larger organization. The state can only evaluate the financial information for the specific entity submitting the proposal.

ITD will evaluate the information provided using the ratios listed to answer the following questions:

1. Can the company meet its short-term financial obligations?
 - **Current Ratio** (Current Assets/Current Liabilities)
 - **Quick Ratio** (Cash and Cash Equivalents plus Net Trade Receivables¹ /Current Liabilities)
 - **Working Capital** (Net Sales² /Net Working Capital³)
2. How well does management control expenses and manage resources?
 - **Return on Equity** (Profit before Taxes/Tangible Net Worth⁴) *100
 - **Return on Investment** (Profit before Taxes/Total Assets)*100

¹ Net Trade Receivable = Trade Receivable net of allowance for bad debt

² Net Sales = Sales less Returns

³ Net Working Capital – Current Assets – Current Liabilities

⁴ Tangible Net Worth = Total Equity less Intangible Assets

3. To what degree does the company use debt to finance its operations?
 - **Debt/Worth** (Total Liabilities/Tangible Net Worth)
 - **Fixed/Worth** (Net Fixed Assets⁵/Tangible Net Worth)

3.2 COST PROPOSAL

(ME) The Cost Proposal will include the total cost proposed for the project, the level of effort for each deliverable, and the fully burdened hourly rate (to include but not limited to travel, lodging, per diem, transportation, administrative overhead, and all other expenses related to providing the requisite services) for each proposer staff and subcontractor assigned to the work.

The total cost proposed for the project must not exceed \$200,000.

Proposers **MUST** use the attachment labeled “Cost Proposal Worksheet” to record and submit the costs associated with the proposal. All costs must be fully burdened. No reimbursements will be made for costs not included in the Cost Proposal Worksheet.

3.3 INTERVIEWS

(E)/Optional. The written technical proposals will be evaluated and scored by the State’s evaluation team. A group of finalists may be chosen from among the accepted proposals and invited for an interview. ITD reserves the right to hold the interviews, if it feels that it is ITD’s best interest to do so; however, ITD may determine not to hold the interviews, in which case the Proposals will be scored on the basis of the total available points for the technical and cost proposals.

⁵ Net Fixed Assets = Fixed Assets less Accumulated Depreciation

4.0 INSTRUCTIONS FOR PROPOSAL SUBMISSION

4.1 PROPOSAL SUBMISSION

Proposals must be received by 5:00 p.m. local Mountain Time on November 13, 2009 (Closing Date and time). Proposals must be submitted manually. Do not fax or e-mail your proposals. To be considered, one original, one print copy, and one electronic copy on CD or USB device of the Technical Response must be submitted and received in the Division of Purchasing Office by the Closing Date and time. The Technical Response must be saved in Microsoft® Word or other Microsoft® Office Suite products.

All Proposals must be sealed. Your Cost Proposal must be SEALED SEPARATELY from your Technical Proposal, and marked "Cost Proposal."

One original Cost Proposal and one electronic copy on CD or USB device are required. An original State of Idaho Signature Page, with an original handwritten signature, must also be submitted.

All proposals will be date and time stamped upon arrival at the Division of Purchasing and stored in a secure place until proposal opening time. The addresses for mailing and hand delivery are contained on the State of Idaho Signature Page, an original of which must be submitted with your proposal.

4.2 ADEQUACY AND COMPLETENESS OF PROPOSAL

Failure to respond to the information specified in Section 3.0 of this RFP may result in rejection of your proposal as non-responsive.

4.3 INDEPENDENT PRICE DETERMINATION

A proposal will not be considered for award unless the price in the proposal was arrived at independently, without collusion, consultation, communication, or agreement as to any matter related to such proposal with any other proposer, competitor, or public officer.

5.0 SELECTION PROCEDURES

5.1 CONSIDERATION OF PROPOSALS

The State reserves the right to reject any or all proposals, to waive technicalities, to cancel this proposal, to advertise for new proposals, or to proceed to do the work otherwise, in its sole discretion.

5.2 EVALUATION CRITERIA

An evaluation committee consisting of ITD personnel and a non ITD person will evaluate the proposals using the point method of award. The final award will be made based on the point method using the following criteria.

Evaluation Criteria	Points Possible
Experience and Qualifications (§3.1.1)	650
Financials (§3.1.3)	50
Optional Interviews (§3.3)	<i>(optional)</i> 100
Cost (§3.2)	200
TOTAL	900

5.3 TECHNICAL EVALUATION AND SCORING

Proposals are evaluated using a point method of award with predetermined criteria for each ME and E items identified in Section 3. Each proposal will first be evaluated against the mandatory proposal requirements. Proposals that fail to comply with the mandatory requirements may be rejected and receive no further consideration.

A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner for all proposals. Members of the team will score each proposal according to the pre-established evaluation criteria and weights for relative importance.

5.4 OPTIONAL INTERVIEWS

ITD may, at its sole discretion, elect to conduct Optional Interviews. This optional activity will be limited to the two technical proposals which score the highest number of points.

The optional interview will consist of 100 maximum points. If ITD determines to proceed with interviews, Proposers will be notified, and all interviews will be held in person, in Boise, Idaho. The interview will consist of a presentation of up to two hours by each Proposer. Presentations will be limited to this specific Project and the Proposer's proposal. Proposer attendees are limited to a maximum of 3 individuals, consisting of the designated Project Manager and two individuals who will be assigned to the Project. Presentations will be evaluated on the proposer's understanding of the scope of work, proposed approach to the Project, and other factors deemed relevant to the evaluation committee. The cost to attend the oral interview will be the responsibility of the Proposer.

5.5 COST PROPOSAL EVALUATION

The Proposer with the lowest Total Project cost will receive 200 points. All other Cost Proposals will receive a portion of the 200 available cost points, calculated as follows:

The lowest cost will be divided by the other proposal cost, then multiplied by the total number of available points (200), e.g.:

	<u>Proposer A</u>	<u>Proposer B</u>
Total Project Cost	\$10,000	\$15,000

Proposer A would receive 200 points for being the lowest cost proposal.
Proposer B would receive 133 points in accordance with the formula:

$$\$10,000 / \$15,000 \times 200 = 133$$

5.6 FINAL RESULTS AND CONTRACT AWARD

The scores from the technical evaluation, interviews (if held) and cost proposal evaluation will be summed, and the proposals will be ranked by final total score. Final Contract award will be made after recommendation by the evaluation committee. A contract will be awarded to the responsive and responsible proposer with the highest total number of points.

5.7 PUBLIC DISCLOSURE AND PROPOSER RESPONSIBILITIES

Proposals, except for the names of the Proposers, shall remain confidential until the letters of intent have been issued. Thereafter, all proposals submitted in response to this request shall be deemed public record. In the event that a proposer desires to claim portions of its proposal as exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions, in accordance with the provisions of §31 of the State of Idaho Standard Contract Terms and Conditions.

6.0 ADMINISTRATIVE REQUIREMENTS

Where conflict occurs with the State's Standard Contract Terms and Conditions, these terms and conditions will prevail.

6.1 CONTRACT TERM

The resulting contract will be for two (2) years, with the option of three (3) renewals of one (1) year each.

6.2 PRIME CONTRACTOR

Contractor will be the sole point of contact for the Contract. Contractor will not subcontract any work under the Contract to any other firm except as provided in §3.1.2 above. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions, and requirements of the Contract will apply without qualification to any work performed by any subcontractor of the Contractor.

6.3 OWNERSHIP OF MATERIALS

All data, programs, procedures, descriptions, presentations and recommendations accumulated by the Contractor under the contract resulting from this RFP will be owned by the State. The Contractor may not release, distribute, or otherwise utilize any such data without the prior written approval of the State.

6.4 NEWS RELEASES

The State is the only entity authorized to issue news releases relating to this RFP, its evaluation, award, or any contract and performance there under.

6.5 DELIVERABLES AND PAYMENT

The Contractor will invoice ITD after completion of each deliverable described in Section 2.2 of the RFP. ITD will pay the Contractor after acceptance of each deliverable, in accordance with the fully burdened hourly rates and level of effort provided in the Contractor's response to the RFP.

6.6 DISPUTES

Should any disputes arise with respect to the Contract; the Contractor and the State agree to act immediately to resolve such dispute. The Contractor agrees that the existence of the dispute notwithstanding, it will continue without delay to carry out all its responsibilities under the Contract of all non-disputed work; any additional costs incurred by the Contractor or the State as a result of such failure to proceed will be borne by the Contractor, and the Contractor will make no claim against the State for such costs.

6.7 DISPUTE RESOLUTION

If the Contractor believes that additional compensation is due it for work or material not clearly covered in the Contract it shall follow the resolution process described below.

Prior to performing the work on which the Contractor believes additional compensation is due it, the Contractor shall notify ITD's Contract Manager, in writing of the dispute. If such notification is not given, then the Contractor shall waive its right to any claim for additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The dispute will be considered and a determination made. The Contract Manager will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Contract Manager's letter, the Contractor submits an appeal in writing to the ITD Purchasing Agent. All pertinent information, references, arguments and data to support the dispute shall be included. The ITD Purchasing Agent will review the dispute and the Contractor will be notified by mail. This decision will be final and conclusive.

ITD and the Contractor will endeavor to resolve other types of contract disputes in a similar manner.

6.8 TERMINATION FOR CONVENIENCE

The State may terminate the Contract or any part of the Contract resulting from the RFP without penalty to either party upon fourteen (14) days written notice. All work completed by the Contractor under the Contract up to the date of termination is the property of the State. ITD will pay the Contractor a portion of the Contract amount based on the percentage of completion of deliverables and payment schedule agreed to in the Contract.

6.9 TERMINATION FOR DEFAULT

6.9.1 The State may, by written Notice of Default to the Contractor, terminate the whole or any part of the Contract under any one of the following circumstances:

6.9.1.1 If the Contractor fails to make delivery of the services as specified in the Contract;

6.9.1.2 If the Contractor fails to perform any of the other provisions of the Contract, or fails to make satisfactory performance of the contract in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period, not to exceed 30 days, as the State may authorize in writing) after receipt of written notice from the State specifying such failure.

6.9.2 A determination that the Contractor is in default will be made by the State.

6.9.3 If the Contract is terminated by default, the Contractor will be required to deliver to ITD, in the manner and to the extent directed by the State, any partially completed materials, completed materials, and all data provided to the Contractor by ITD.

6.9.4 The rights and remedies of the State provided in this clause will not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

6.10 INSPECTION AND APPROVAL OF WORK

The Contractor will permit the ITD Project Manager or a duly authorized representative to inspect and audit all work, material and other data and records connected with the Contract.

6.11 RETENTION OF RECORDS

The Contractor will be required to maintain accounting records and other evidence pertaining to the costs incurred and to make the records available at its office at all reasonable times.

6.12 RESPONSIBILITY TO ITS EMPLOYEES

The Contractor accepts full responsibility for payment of unemployment insurance, workers' compensation, and social security, as well as all income tax deductions, and any other taxes or payroll deductions required by law for its employees engaged in the work authorized by the Contract.

6.13 OPTION OF OBTAINING SERVICES OUTSIDE OF THE CONTRACT RESULTING FROM THIS RFP

The State reserves the right to contract separately for other services within the scope of this Project and in the best interest of the State.

6.14 INSURANCE REQUIREMENTS

The Contractor shall carry such public liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by the Contractor or by any Sub Contractor, as detailed below.

The Contractor shall not commence work under the Contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the Contract is terminated.

The Contractor must provide certificate(s) of insurance, evidencing the coverage outlined below:

6.14.1 Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

6.14.2 Business Automobile and Umbrella Liability Insurance

Contractor shall maintain commercial automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

6.14.3 Workers Compensation Insurance and Employer's Liability

Workers Compensation The Contractor and all employers providing work, labor or materials under this Contract are subject employers under the IDAHO Worker's Compensation Law, and shall comply with Idaho Statutes regarding Workers Compensation.

For the duration of this Contract, and until all work specified herein is complete, the Contractor and all employers providing work, labor or materials under this Contract, shall provide Idaho Workers' Compensation coverage that satisfies Idaho law for all their subject workers.

The Contractor must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

Employer's Liability This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.

6.14.4 Additional requirements:

6.14.4.1 State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall name the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

6.14.4.2 Notice of Cancellation or Change: The Contractor shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without thirty (30) days prior written notice from the Contractor or its insurer to the Idaho Transportation Department. The Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, the Idaho Transportation Department and its divisions, officers and employees.

7.0 ATTACHMENT LIST

ATTACHMENT A	RFP COVER PAGE AND CHECKLIST
ATTACHMENT B	MAIL IN REFERENCE QUESTIONNAIRE
ATTACHMENT C	FINANCIAL STATEMENTS
ATTACHMENT D	COST PROPOSAL WORKSHEET

7.1 ATTACHMENT A -RFP COVER PAGE & CHECKLIST

The Proposer must complete and submit this Attachment. This Attachment shall be the cover page for the Proposer's Proposal.

RFP Number:	RFP02230
Project Name:	HIGHWAY COST ALLOCATION STUDY CONSULTING SERVICES

Proposers Name:	
Address:	
City, State Zip Code	
Point of Contact for this RFP:	
Phone:	
Fax:	
Email:	

The following documents are required for this proposal (please mark off each document to acknowledge that you have submitted the document in the proper format):

- | | | |
|--------------------------|----------------------------------|---|
| <input type="checkbox"/> | RFP Cover Page | Complete as cover page for your proposal |
| <input type="checkbox"/> | State of Idaho
Signature Page | An original must be submitted with your proposal, including
Disclosure Pursuant to Executive Order 2007-09
Cover Letter |
| <input type="checkbox"/> | Technical
Proposal | Experience and Qualifications
Subcontractors
Financials |
| <input type="checkbox"/> | Cost Proposal | In a separately sealed package |

The following checklist must also be completed.

- | | |
|--|---|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Is your technical proposal packaged separately from your cost proposal? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Has DOP received 3 reference questionnaires (Attachment B) from your Work References (§ 3.1.1)? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Did you use the Excel "Cost Proposal" worksheet to record your response and is your response complete? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Did you use the Financial Statements in your response to § 3.1.3 and include a Comprehensive Credit Report? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Did you submit an original, a print copy, and an electronic copy of your technical proposal and an original and an electronic copy of your cost proposal? |

7.2 ATTACHMENT B –MAIL IN REFERENCE QUESTIONNAIRE

**STATE OF IDAHO – ITD
HIGHWAY COST ALLOCATION CONSULTING SERVICES
RFP02230**

PROPOSING COMPANY: _____ DATE: _____

REFERENCE COMPANY: _____ PHONE: _____

CONTACT NAME: _____ TITLE: _____

I. Completion Instructions

A. Proposing Company

1. Type your company name on “Proposing Company” line.
2. Type the company name of your reference on “Reference Company” line.
3. Mail or e-mail this form to your references; three (3) are required. To ensure receipt of an adequate number of reference responses, send Questionnaires to more than three (3) companies.
4. Your references must email their questionnaires directly to sarah.hilderbrand@adm.idaho.gov.
5. Under no circumstances will reference questionnaires be accepted directly from proposer.
6. It is your responsibility to follow up with your references to ensure timely receipt of questionnaires (questionnaires must be received by the Closing Date and time).
7. ITD will not be an acceptable reference, nor will any member of the Proposer's organization.

B. Instruction for Reference Company

1. Print the responding individual's name, title, phone # and date on the appropriate lines.
2. Legibly write or type your response in the following manner. Use this form or using a separate sheet of paper, restate each question followed by your answer.
3. Email your completed questionnaire to sarah.hilderbrand@adm.idaho.gov
4. This completed questionnaire MUST be received by the RFP due date (November 13, 2009).
5. DO NOT return this questionnaire to the proposing company.

II. Qualifying Questions – PLEASE ANSWER ALL QUESTIONS

1. Are you the primary person responsible for contract administration with the proposing company?

Yes _____ No _____
2. What was the nature of the project you contracted with the proposing company for?
3. When did your contract with the proposing company begin?
4. When did your contract with the proposing company end?
If not ended, when will it end?
5. What was the approximate annual cost of the proposing company's contract with you?

III. Evaluated Questions. Please answer the following sixteen (16) questions using the scale provided:

1. Please rate the quality of the proposing company's overall service.
Excellent _____ Good _____ Fair _____ Poor _____
2. How well did the proposing company meet your stated goals?
Excellent _____ Good _____ Fair _____ Poor _____
3. How would you rate the response time of the proposing company to your calls or emails?
Excellent _____ Good _____ Fair _____ Poor _____
4. Were the proposing company communications with you clear and concise?
Always _____ Usually _____ Sometimes _____ Never _____
5. Were the milestones identified for the project schedule consistently met?
Always _____ Usually _____ Sometimes _____ Never _____

6. Did the proposing company keep you informed of progress?
Always _____ Usually _____ Sometimes _____ Never _____
7. Did the proposing company keep you informed of problems that would affect a timely and satisfactory outcome of your project?
Always _____ Usually _____ Sometimes _____ Never _____
8. Was the team originally assigned to your project (including project manager) maintained for the duration of your project?
Yes _____ No _____
9. If proposing company replaced a project manager or staff, was your prior approval obtained?
Yes _____ No _____
10. Have you ever had to request that any of the proposing company's team be replaced?
No _____ Yes _____

If yes, please explain:

11. Did you experience any problems with the accuracy of the proposing company's billing?
No _____ Yes _____
12. Did you experience problems with the proposing company canceling meetings or conference calls?
No _____ Yes _____
13. Was the proposing company reasonable and prudent with travel and incidental expenses?
Yes _____ Usually _____ Sometimes _____ No _____
14. Have the problems you experienced with the proposing company been dealt with to your satisfaction?
Always or No Problems _____ Usually _____ Sometimes _____ Never _____
15. Was the proposing company flexible in meeting your requirements?
Yes _____ Usually _____ Sometimes _____ No _____

If no, please explain.

16. From the beginning of your first contract with the proposing company, how long did it take for you to receive benefits from the proposing company's efforts on your behalf?

One year _____ Two years _____ Three years _____ Four years or more _____

IV. Additional Questions

1. What would you do differently the next time you undertake a similar contract?
2. Explain why you would or would not do business with the proposing company again.
3. Did you use specific performance criteria to measure progress on your project? Would you be willing to share them with us?
4. What suggestions do you have to make the process easier and/or more productive?

7.3 ATTACHMENT C – FINANCIAL STATEMENTS

Proposals submitting unaudited financial statements, must include an explanation as to why audited financials are not available and must use the financial document formats as provided in this RFP (attached as Attachments C-1, C-2 and C-3), **including signatures on those statements by a Principal of the submitting entity ensuring the validity and accuracy of the financial information being provided.**

The financial documents labeled “Financial Statements” include the following worksheets; Balance Sheet, Statement of Operations, and Statement of Activities.

CONSOLIDATED BALANCE SHEET EXPLANATIONS

1. *Cash and Cash Equivalents*: This line item refers to cash and all items that could be quickly converted to a known amount of cash, such as: stocks, money market accounts or investments (such as certificates of deposit) that are within 3 months of their maturity date.
2. *Receivables, net of allowance for doubtful accounts*: Amounts of money due from customers or other debtors, subtracting the amount you believe you will be unable to collect.
3. *Inventories*: Value of property held for sale, or of the materials you will use to make a product that will be for sale.
4. *Prepaid Expenses*: Expenses for goods or services that you expect to use within a year, such as: prepaid insurance, rent paid in advance, prepaid advertising or prepaid postage.
5. *Long-Term Investments*: The value of any investment with a maturity date more than 12 months from the date of the balance sheet, such as: certificates of deposits with more than 12 months to maturity, bonds, or other notes.
6. *Property, Plant and Equipment, net of depreciation*: The value of durable property used in the regular operations of the business, such as: land, buildings, machinery, furniture and tools. Subtract the accumulated depreciation.
7. *Intangible Assets*: The value of any resources that lack physical substance yet have significant value, such as patents, copyrights or franchises.
8. *Accounts Payable*: Amounts owed to a creditor for delivered goods or completed services.
9. *Notes Payable*: The total of all loans that are due within the next 12 months.
10. *Interest Payable*: All interest due on the balance sheet date.
11. *Income Taxes Payable*: Any income taxes owing as of the balance sheet date.
12. *Accrued Salaries, Wages, Other Liabilities*: Any salaries, wages, benefits and/or employment taxes earned but not paid as of the balance sheet date.

13. *Deposits Received from Customers:* Amount received from customers as deposits for merchandise that the company has not delivered as of the balance sheet date.
14. *Current Portion of Long-Term Debt:* The total of the payments due within the next 12 months on all loans, notes or other debts whose final due date is more than 12 months from the balance sheet date.
15. *Long-Term Debt: Notes, Loans and Bonds Payable:* The total value of all loans, notes, bonds and other debts whose final due date is more than 12 months from the balance sheet date. (Do not include any portion already listed under #14.)
16. *Capital Stock:* Ownership shares of a corporation authorized by its Articles of Incorporation.
17. *Additional Paid-In Capital:* Other money invested into a company by a shareholder, without getting more shares.
18. *Retained Earnings:* The part of a company's earnings that it does not distribute, but keeps for future needs.

TOTAL ASSETS MUST EQUAL TOTAL LIABILITIES AND OWNERS' EQUITY

7.4 ATTACHMENT D – COST PROPOSAL

The Cost Proposal Worksheet must be downloaded and used to submit the costs associated with the RFP. The Cost Proposal includes the project budget by task and deliverable, staff members assigned to the project, and fully burdened hourly rates.

The worksheet contains formulas which should be used. Additional rows can be added to the worksheet in order to respond to the requirements. If rows are added, verify the accuracy of the formula.